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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
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FILED

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Attorneys for Plaintiff-in-Interpleader
HACHETTE BOOK GROUP, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

(JEMx)

HACHETTE BOOK GROUP, INC., a
Delaware Corporation,

Case No.

CV 10-03534

COMPLAINT-IN-INTERPLEADER

Plaintiff-in-Interpleader,

v.

WINDBLOWN MEDIA, INC., a
California Corporation; WAYNE
JACOBSEN; BRAD CUMMINGS;
WILLIAM PAUL YOUNG,

Defendants-in-
Interpleader.

Plaintiff-in-Interpleader, Hachette Book Group, Inc. ("Hachette"), alleges as
follows:

SUMMARY OF COMPLAINT-IN-INTERPLEADER

1. Hachette is the distributor of a literary work entitled *The Shack*
(hereinafter the "Book"). The publisher of the Book is Defendant-in-Interpleader
Windblown Media, Inc. ("Windblown"), which was formed by Defendants-in-
Interpleader Wayne Jacobsen ("Jacobsen") and Brad Cummings ("Cummings").
The listed author of the Book is Defendant-in-Interpleader William Paul Young

1 (“Young”). As described more fully below, Hachette is holding certain funds from
2 sales of the Book in the first quarter of 2010 that are to be distributed to Windblown,
3 Jacobsen, Cummings, and Young. As a result of disputes that have arisen
4 concerning the allocation of royalties and certain other proceeds from the sales of
5 the Book, Hachette requires the guidance of this Court to determine how much of
6 these funds should be paid to Windblown and how much should be paid to
7 Jacobsen, Cummings, and Young.

8 2. The disputes between Windblown, Jacobsen, Cummings, and Young
9 first arose several years after Young developed a manuscript for a Christian-based
10 novel. Windblown alleges that Young sent Jacobsen a copy of the manuscript in
11 December 2005 and solicited Jacobsen’s and Cummings’s help in rewriting the
12 manuscript. Windblown alleges that Young, Jacobsen, and Cummings collaborated
13 to transform Young’s manuscript into the Book. Unsatisfied with the credit
14 received for their efforts, Cummings and Jacobsen filed an action against Young in
15 the United States District Court for the Central District of California, Case No.
16 CV10-3246-JFW (JCX) (hereinafter, the “Federal Court Action”), which seeks,
17 among other things, a determination that Jacobsen and Cummings are co-authors of,
18 and therefore have various economic rights in, the Book.

19 3. Jacobsen, Cummings, and Young also dispute in the Federal Court
20 Action (as well as in a state court action, as discussed below) the interpretation of
21 certain oral and written agreements among them and Windblown that bear on the
22 allocation of proceeds from Hachette’s sales of the Book. Jacobsen and Cummings
23 allege that they formed Windblown in 2007 to publish the Book, as well as works by
24 Jacobsen and other authors, pursuant to an oral agreement with Young for
25 Windblown to publish the Book. They allege that after demand for the Book took
26 off, Windblown and Young jointly decided to pursue an arrangement with a well-
27 known publishing house to provide large-scale distribution of the Book in order to
28 significantly increase sales. Prior to entering into such an agreement, Windblown

1 and Young agreed to commit their oral agreement to writing. Windblown and
2 Young therefore entered into a written agreement on May 10, 2008 (the
3 “Windblown-Young Agreement”). Numerous disputes have arisen among Young,
4 Jacobsen, Cummings, and Windblown concerning the parties’ financial rights and
5 obligations arising from the Windblown-Young Agreement.

6 4. In furtherance of the objective of securing the services of a major
7 publishing house to provide large-scale distribution of the Book and after
8 negotiations with several publishers, Windblown subsequently entered into a written
9 agreement on May 13, 2008 with Hachette, pursuant to which Hachette agreed to
10 manufacture, distribute, market, and provide other related services for the Book (the
11 “Hachette-Windblown Agreement.”). The Book has become hugely successful,
12 selling over eight million copies.

13 5. Under the Hachette-Windblown Agreement, Hachette is obligated to
14 send certain “author royalty” payments to Young, Jacobsen, and Cummings in
15 accordance with the information provided by Windblown. Hachette is also
16 obligated to send payments to Windblown of certain “Defined Proceeds” based on
17 revenues generated by Hachette from the Book, net of the author royalty payments
18 and certain deductible expenses incurred by Hachette. Hachette is currently in
19 possession of \$1,005,496.00, which constitutes Defined Proceeds for the quarter
20 ending March 31, 2010 (hereinafter, the “Funds”). Windblown, Jacobsen,
21 Cummings, and Young all have asserted competing claims to the Funds, as more
22 fully described below.

23 6. Young alleges that he is entitled to a significantly larger portion of
24 Defined Proceeds and author royalties from Windblown than he has been paid to
25 date. Although Young has not yet responded to the Complaint in the Federal
26 Action, Young has filed an action in Ventura County Superior Court, Case No. 56-
27 2009-00362329-CU-BC-VTA (hereinafter, the “State Court Action”), against both
28 Windblown and Hachette alleging, among other things, that he has not been paid a

1 proper share of the Defined Proceeds and author royalties received by Windblown in
 2 prior time periods. Young has asserted that he has the right to demand that Hachette
 3 pay him the larger portion of Defined Proceeds and author royalties to which he
 4 claims he is entitled. Windblown disagrees with Young and asserts that Young's
 5 claims are overstated and contrary to the Windblown-Young Agreement. Hachette
 6 disagrees with Young as to certain of his claims, but takes no position as to at least
 7 one of Young's other claims.

8 7. In light of the adverse claims to the Defined Proceeds, Hachette has a
 9 reasonable fear that distributing the Defined Proceeds would expose Hachette to
 10 multiple claims and liabilities from Windblown, Jacobsen, Cummings, and Young.
 11 As a result, Hachette has brought this interpleader action so that the Court can
 12 determine the proper allocation of the Funds as between Windblown, Jacobsen,
 13 Cummings, and Young, and determine Hachette's responsibilities with respect to
 14 such allocation and other allocations of Defined Proceeds and author royalty
 15 payments that are or may become the subject of disputes among the parties.

16 THE PARTIES

17 8. Plaintiff-in-Interpleader Hachette is a Delaware corporation with its
 18 principal place of business in New York City, New York.

19 9. Defendant-in-Interpleader Windblown is a corporation incorporated
 20 under the laws of the state of California, with its principal place of business located
 21 in Newbury Park, Ventura County, California.

22 10. Defendant-in-Interpleader Jacobsen is an individual residing in
 23 Newbury Park, Ventura County, California.

24 11. Defendant-in-Interpleader Cummings is an individual residing in
 25 Newbury Park, Ventura Country, California.

26 12. Defendant-in-Interpleader Young is an individual residing in Oregon
 27 City, Oregon.

JURISDICTION AND VENUE

13. The Court has original subject matter jurisdiction over this Complaint-in-Interpleader pursuant to 28 U.S.C. § 1335 in that diversity of citizenship exists between two adverse claimants, as set forth above, and the amount in controversy exceeds \$500, exclusive of interest.

14. In addition to the foregoing, this interpleader action is appropriate under Rule 22 of the Federal Rules of Civil Procedure. To the extent this Complaint-in- Interpleader is brought pursuant to Rule 22, subject matter jurisdiction exists pursuant under 28 U.S.C. § 1332 (Diversity Jurisdiction) in that the amount in controversy exceeds the sum of \$75,000 exclusive of interest and costs, and is between citizens of different states.

15. Venue is proper pursuant to 28 U.S.C. §§ 1391(a) and 1397 in that the action is being brought in a judicial district in which one or more of the Defendants-in-Interpleader resides and the Defendants-in-Interpleader are subject to personal jurisdiction in this judicial district.

GENERAL ALLEGATIONS

16. Windblown alleges that after the Book was completed and Young, Jacobsen, and Cummings were unable to find a publisher, Windblown and Young entered into an oral publishing agreement in or around 2007 by which they agreed that Windblown would publish the Book. Under the terms of this oral agreement, Windblown alleges that Young would receive a \$.50 per paperback/\$1.00 per hardback royalty for each copy of the Book sold. Windblown would set aside fifty percent of the revenue received in connection with the Book for profits to be shared equally among the Book's co-authors, with Young, Jacobsen, and Cummings each receiving one-third of those profits. The remaining fifty percent of the revenue received from the exploitation of the Book was set aside for Windblown's operating capital.

1 17. Windblown alleges that as Windblown's sales of the Book approached
2 one million copies, Young, Jacobsen, and Cummings agreed that Windblown should
3 seek a larger publishing house with the ability to provide fulfillment and related
4 services to meet the overwhelming demand for the Book. It was as a result of this
5 decision that Windblown came into contact with Hachette, one of the nation's top
6 book publishers and distributors. Windblown alleges that Young was actively
7 involved in and approved Windblown's decision to enter into a contract with
8 Hachette to provide fulfillment services for the Book, realizing that they would all
9 be surrendering up to one-half of the profits from the book to Hachette as the
10 publisher. Windblown alleges that Cummings and Young discussed at length the
11 fact that if Windblown were to contract with Hachette, Young, Jacobsen and
12 Cummings would each receive one-sixth rather than one-third of the profits from the
13 Book, with the upside being that there would be a higher volume of sales and the
14 Book would reach a much larger audience.

15 18. Young, Jacobsen, and Cummings agreed that before entering into an
16 agreement with a third party fulfillment service provider, Windblown and Young
17 would enter into a written publishing agreement.

18 19. Windblown alleges that Young, on the one hand, and Jacobsen on
19 behalf of Windblown, on the other hand, negotiated and jointly drafted the
20 Windblown-Young Agreement dated May 10, 2008. The Windblown-Young
21 Agreement provides that Young would receive an author royalty of \$.50 per
22 paperback/\$1.00 per hardback for each copy of the Book sold in the United States,
23 along with one-third of the net profits received by Windblown from Hachette's sales
24 of the Book. For foreign sales of the Book and certain other products, the author
25 royalty rate is divided such that Young would receive 60%, Jacobsen would receive
26 20%, and Cummings would receive 20%. For copies sold at a discount of 55% or
27 greater off the retail price, premiums (defined as promotional items not for
28 individual resale), and copies sold as a result of Windblown's direct marketing

1 programs, the Windblown-Young Agreement provides for author royalties of 10%
2 of net sales revenue for hardcover and 5% for all other editions. Finally,
3 Windblown acquired the merchandising rights to the Book, and Young is to receive
4 a royalty of 10% of the net sales revenue received by Windblown in connection with
5 such merchandising.

6 20. Hachette was not a party to the Windblown-Young Agreement and was
7 not a participant in the negotiations between Windblown and Young concerning its
8 terms and conditions.

9 21. On May 13, 2008, Windblown entered into the Hachette-Windblown
10 Agreement. The Hachette-Windblown Agreement provides that Windblown will
11 supply all information necessary for Hachette to compute author royalties arising
12 out of Hachette's sales and licenses under said agreement. The Hachette-
13 Windblown Agreement further provides that Hachette is responsible for reporting
14 and sending certain author royalty payments directly to Young, Jacobsen, and
15 Cummings and reporting to Windblown the amounts due with respect to such author
16 royalty payments, all in accordance with information provided by Windblown.

17 22. The Hachette-Windblown Agreement requires that Hachette prepare a
18 quarterly "Statement" for the Book setting forth the "Net Copies" of the Book (the
19 number of copies shipped by Hachette minus actual and estimated returns) and
20 specified "Defined Proceeds." "Defined Proceeds" for the Book are determined by
21 calculating all Revenues received by Hachette minus all "Expenses" incurred by
22 Hachette. "Revenues" are defined as all monies received by Hachette from sales or
23 licenses of the Book minus actual returns and a reasonable reserve against future
24 returns, as well as any other monies actually received by Hachette relating directly
25 to the Book. "Expenses" are defined as certain enumerated out-of-pocket expenses
26 incurred by Hachette, including author royalty payments to Young, Jacobsen, and
27 Cummings and Hachette's general distribution services fee (equal to 10% of net
28 sales).

23. If the quarterly Statement reveals a positive balance, the Hachette-Windblown agreement provides that the Defined Proceeds should be divided in the following manner with respect to the Book: Windblown receives 65% of the Defined Proceeds from the first million Net Copies, 60% of the next two million Net Copies, and 50% of all Net Copies thereafter, and Hachette receives the remainder of such Defined Proceeds.

24. Windblown then allocates the Defined Proceeds it receives under the Hachette-Windblown Agreement in accordance with the Windblown-Young Agreement, which requires Windblown to pay Young one-third of the net profits generated by the book for Windblown. Upon information and belief, Jacobsen and Cummings also receive a share of each Defined Proceeds payment.

25. Once the Hachette-Windblown Agreement was in place, Hachette took over primary distribution of the Book around June 2008. The Book became a phenomenal commercial success, and by December 2008, over six million copies had been sold worldwide.

26. Following the extraordinary success of the Book, Young hired an accounting firm to audit Windblown's books and records. Since completing his audit, Young has asserted claims in the State Court Action against Windblown and Hachette that, among other things, he has not been paid a proper share of the Defined Proceeds for prior time periods and has argued that Hachette is equally responsible for these allegedly insufficient payments. Young has alleged that Windblown and Hachette have failed to pay Young an appropriate amount of the Defined Proceeds received by Windblown in at least the following respects:

(a) Windblown improperly characterized a majority of its sales as "high discount sales" in order to pay Young only the 5% or 10% royalty in lieu of a one-third profit share and \$.50 per paperback/\$1.00 per hardback book royalty. Young alleges that this accounting inequity deprived him of his share of the profit on 75% of the sales Windblown generated in the United States and approximately 27% of

1 the sales Hachette generated in the United States. Young contends that the “high
2 discount sales” exception in the Windblown-Young Agreement was never intended
3 to cover such a large portion of the book’s sales and has resulted in more of the
4 Defined Proceeds being retained by Windblown, Jacobsen, and Cummings than is
5 proper;

6 (b) Windblown improperly deducted the fixed \$.50 per
7 paperback/\$1.00 per hardback book royalty for each copy of the Book before
8 calculating Young’s share of net profits, and making this deduction decreased the
9 amount of money subject to the one-third profit share. Young contends that the
10 Windblown-Young Agreement entitles him to the \$.50 per paperback/\$1.00 per
11 hardback book royalty *plus* one-third of the net profits from its distribution; and

12 (c) Windblown improperly collected a 10% distribution fee off-the-top
13 before calculating Young’s share of net profits. Young alleges that no provision of
14 the Windblown-Young Agreement allows Windblown to collect a distribution fee,
15 and the costs of distribution are separately accounted for in the accountings provided
16 by Windblown. Young alleges that Windblown’s collection of this distribution fee
17 deprives him of his rightful share of Windblown’s net profits.

18 27. Windblown, Jacobsen, and Cummings disagree with the foregoing
19 contentions and assert that they have paid Young properly pursuant to the
20 Windblown-Young agreement.

21 28. Hachette is currently in possession of \$1,005,496.00 in Funds, which
22 consist of Defined Proceeds under the Hachette-Windblown Agreement for the
23 quarter ending March 31, 2010. The Funds are to be allocated in some manner
24 between Windblown, Jacobsen, Cummings, and Young.

25 29. Windblown, Jacobsen, and Cummings assert that they are entitled to
26 the full amount of the Defined Proceeds owed under the Hachette-Windblown
27 Agreement, less an amount consistent with how Young has been paid by
28 Windblown to date. Young asserts that he is entitled to a greater share of the

1 Defined Proceeds than he has received to date, and his resulting action against
 2 Windblown and Hachette makes clear that there is a genuine dispute as to what
 3 would constitute a proper division of the Funds. As a result, Windblown, Jacobsen,
 4 Cummings, and Young have conflicting claims to the same Funds.

5 30. In light of these adverse claims to the Funds, Hachette has a real and
 6 reasonable fear that distributing the Funds would expose Hachette to multiple claims
 7 and liabilities. Hachette has a reasonable fear that if it distributes the Funds to
 8 Windblown as it has done in the past, Young is likely to assert an additional claim
 9 against Hachette that Windblown has paid him an insufficient amount of the Funds.
 10 Similarly, if Hachette pays the portion of the Funds demanded by Young to Young,
 11 Windblown, Jacobsen, and Cummings are likely to assert a claim against Hachette
 12 for some or all of the Funds. Hachette further expects that similar disputes among
 13 Young, Windblown, Jacobsen, and Cummings are likely to arise in the future.

14 **FIRST CLAIM FOR RELIEF**

15 **(Interpleader)**

16 31. Hachette realleges Paragraph 1 through 30, inclusive, as if set forth
 17 fully herein.

18 32. Hachette is now in the possession of \$1,005,496.00 in Funds,
 19 representing the amount of Defined Proceeds payable to Windblown, and through
 20 Windblown to Young, for the quarter ending March 31, 2010.

21 33. Because of the competing claims set forth above, Hachette is unable to
 22 determine the proper payment of the Funds owed and faces the real and reasonable
 23 possibility of multiple liabilities if the Funds are distributed without Court direction.

24 34. Hachette files this interpleader action in good faith and without
 25 collusion with any of the parties hereto.

26 35. Hachette claims no interest in the above-referenced Funds and is a mere
 27 stakeholder in this action.

28 36. Hachette intends to deposit the Funds with the Clerk of this Court.

1 37. Because of the competing claims to the Funds, Hachette was required
2 to file this action to protect itself from multiple liabilities, and it has incurred and
3 will continue to incur attorneys' fees and costs in connection with this action.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE;** - Hachette prays as follows:

6 1. For a Court Order directing deposit of the Funds, to the extent not
7 already deposited, with the Court, and further directing ongoing deposits of future
8 Defined Proceeds owed under the Hachette-Windblown Agreement to the extent
9 such Defined Proceeds are due to Windblown, Jacobsen, Cummings, or Young;

10 2. For this Court to determine how the Funds, as well as any future
11 Defined Proceeds owed under the Hachette-Windblown Agreement, are to be
12 distributed as between the Defendants-in-Interpleader;

13 3. For Defendants-in-Interpleader and each of them, their agents,
14 attorneys or assigns, to be enjoined and restrained temporarily, and upon a full
15 hearing, that the injunction be made perpetual, restraining each of them, their agents,
16 attorneys or assigns, from instituting any suit at law or equity, or action of any kind
17 whatsoever, against Hachette with respect to the payment of the Funds or any future
18 Defined Proceeds deposited;

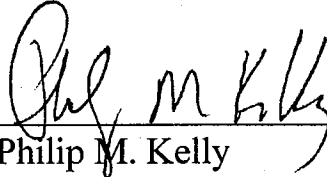
19 4. That upon deposit of the Funds, and any deposits of future Defined
20 Proceeds, following the filing of this Complaint-in-Interpleader, and upon service of
21 the Defendants-in-Interpleader herein, that Hachette be discharged of all liability
22 with respect to the payment or distribution of the Funds and any future Defined
23 Proceeds deposited;

24 5. For Hachette to be awarded its costs and reasonable attorneys' fees in
25 conjunction with this action to be paid from the amount in dispute deposited; and
26
27
28

1 6. For such other and further relief as the Court deems reasonable and just
2 under the circumstances.

3
4 Dated: May 11, 2010

KENDALL BRILL & KLIEGER LLP

5
6 By: 
7 Philip M. Kelly

8 Attorneys for Plaintiff-in-Interpleader
9 HACHETTE BOOK GROUP, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Margaret M. Morrow and the assigned discovery Magistrate Judge is John E. McDermott.

The case number on all documents filed with the Court should read as follows:

CV10- 3534 MMM (JEMx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

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NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Richard B. Kendall
 Kendall Brill & Klieger LLP
 10100 Santa Monica Blvd., Suite 1725
 Los Angeles, CA 90067
 Telephone: 310.556.2700

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

HACHETTE BOOK GROUP, INC., a
 Delaware Corporation,

PLAINTIFF(S)

v.

WINDBLOWN MEDIA, INC., a
 California Corporation; WAYNE
 JACOBSEN; BRAD CUMMINGS;
 WILLIAM PAUL YOUNG,

DEFENDANT(S).

CASE NUMBER

CV 10-3534 MM (JEMx)

SUMMONS

TO: DEFENDANT(S): Windblown Media, Inc.; Wayne Jacobsen; Brad Cummings; William Paul Young

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Richard B. Kendall, whose address is 10100 Santa Monica Blvd., Suite 1725, Los Angeles, California, 90067. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: May 11, 2010By: 

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)
Hachette Book Group, Inc.

DEFENDANTS

Windblown Media, Inc.; Wayne Jacobsen, Brad Cummings, William Paul Young

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

Richard B. Kendall, Kendall Brill & Klieger LLP
10100 Santa Monica Boulevard, Suite 1725, Los Angeles, California 90067
(310) 556-2700 (Tel.); (310) 556-2705 (Fax)

Attorneys (If Known)

Martin Singer, Lavelly & Singer (for Windblown Media, Inc., Wayne Jacobsen, and Brad Cummings)
Michael Anderson, Loeb & Loeb (for William Paul Young)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☐ Yes ☒ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No

☐ **MONEY DEMANDED IN COMPLAINT: \$** _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Complaint-in-Interpleader under F.R.C.P. Rule 22 and 28 U.S.C. Section 1335.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL PROPERTY	PETITIONS	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input checked="" type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	FORFEITURE/PENALTY	PROPERTY RIGHTS
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 510 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	SOCIAL SECURITY
<input checked="" type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 891 Agricultural Act	REAL PROPERTY	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 862 Black Lung (923) (405(g))
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	IMMIGRATION	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety /Health	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee			<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 465 Other Immigration Actions			FEDERAL TAX SUITS
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-7, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☐ No ☒ Yes
If yes, list case number(s): Wayne Jacobsen and Brad Cummings v. William Paul Young, Case No. CV10-3246-JFW (JCX)

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☒ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☒ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	New York (Hachette Book Group, Inc.)

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Ventura County (Windblown Media, Inc., Wayne Jacobsen, Brad Cummings)	Oregon (William Paul Young)

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Ventura County	New York; Oregon

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date May 11, 2010

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))